

eir evo Dedicated Internet Access Terms and Conditions

The supply of Goods/Services under this Schedule is subject to the provisions of the eircom U.K. Limited Master Terms and Conditions for the Supply of Goods and Services and all definitions not defined in this Schedule shall have the meaning ascribed to them in the eircom U.K. Limited Master Terms and Conditions for the supply of Goods and Services at www.eirevo.co.uk/termsandconditions.

1. In this Service Schedule:

“Acceptable Usage Policy” means eir evo’s acceptable usage policy which can be found at www.eirevo.co.uk/policy.

“Charges” means the Rental, Connection Charge and any other charge payable by the Customer to eir evo hereunder for use of the Facility.

“Connection Charge” means the once off non-recurring charge payable by the Customer for initial provision and where applicable, installation of the Facility as set out in the Price List.

“Content” means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

“CPE” means Customer Premise Equipment.

“eir evo Dedicated Internet” means the Facility.

“eir evo Equipment” means eir evo CPE, hardware and software.

“Excess Construction Charges” means excess construction charges which are applied to the Customer’s standard connection charge if eir evo needs to carry out extra work to provide the Service to the Customer.

“Facility” means the provision of a Symmetrical Ethernet Fibre at the Premises to enable the Customer to avail of the Service.

“Full Install” means the installation of the Facility at the Premises by an eir evo technician.

“Internal Wiring” means any wiring provisioned by eir evo within the Premises relating to the installation of Facility.

“Internet” means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

“Master Terms” means the eircom U.K. Limited Master Terms and Conditions for the supply of Goods and Services at www.eirevo.co.uk/termsandconditions

“Maximum Available Speed” means the highest upload and download speed eir evo undertakes to deliver to the Customer as communicated by email, by letter, by SMS or by such other form as eir evo deems appropriate.

“Minimum Available Speed” means the lowest upload and download speed except in the case of a scheduled service interruption, that eir evo undertakes to deliver to the Customer as communicated to the Customer by email, by letter, by SMS or by such other form as eir evo deems appropriate.

“Minimum Period of Service” means minimum thirty-six (36) calendar months from the Operational Service Date.

“Normally Available Speed” means the upload and download speed that the Customer can expect to receive most of the time when accessing the Service as communicated to the Customer by email, by letter, by SMS or by such other form as eir evo may deem appropriate.

“NTU” means Network Termination Unit.

“ONT” means Optical Network Terminal.

“Premises” means the location where the Facility is provided.

“Rental” means the recurring charge payable by the Customer to eir evo in respect of the Facility.

“Service” means high speed Internet access at a bandwidth selected (if alternative bandwidths are available) by the Customer.

“Service Credit” means any remedy for failure by eir evo to meet a Service Level as set out in Appendix 1 of this Service Schedule.

“Service Level” means the agreed minimum level of performance eir evo will provide for the Service as set out in Appendix 1 of this Service Schedule.

2.1 The Customer hereby agrees to avail of the Facility subject to the terms of the Agreement. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of the Agreement and the Service.

2.2 The Facility may require an engineering visit or a site visit or both to the Premises. If required Excess Construction Charges will be agreed between eir evo and the Customer before the order delivery is confirmed.

2.3 The Customer may change the level of the Service, if alternative levels are available, by giving at least five (5) Business Days’ notice to eir evo. There shall be no charge payable to eir evo by the Customer for an upgrade of a level. A fee, as set out above, shall be charged by eir evo and paid by the Customer in respect of a downgrade of a level. When a Service has been upgraded a new contractual Minimum Period of Service will commence from the date of the upgrade Operational Services Date. If a Service is downgraded, a new contractual Minimum Period of Service will commence from the date

of the downgrade Operational Service Date.

2.4 The Customer will pay eir evo the Charges for the Service which apply from time to time. Unless otherwise agreed or eir evo otherwise decides, all monies due to eir evo by the Customer become payable as soon as an account or demand thereof is issued to the Customer. Unless otherwise agreed or eir evo otherwise decides, payment shall be due in accordance with clause 3.2 in the Master Terms.

2.5 The Customer can log a complaint by contacting complaints@eirevo.co.uk. eir evo will try to resolve any dispute with the Customer as quickly as possible. All complaints received by e-mail to complaints@eirevo.co.uk will be acknowledged within two (2) Business Days of receipt by eir evo. This dispute resolution process takes precedence over the dispute resolution process set out in clause 12 of the Master Terms.

2.6 If a Customer is unhappy about the Services or if the Customer wishes to raise a dispute with eir evo in relation to anything in this Service Schedule or the Agreement, the Customer should contact eir evo at complaints@eirevo.co.uk. eir evo will do what it reasonably can to settle any dispute or claim that occurs under or in relation to this Service Schedule and or the Agreement, and to avoid having to get the courts or regulatory authorities involved. eir evo will try to resolve any complaint or dispute that a Customer may have with eir evo in accordance with the procedure set out below. In the event the Customer makes a complaint it should clearly set out the full facts and include relevant supporting documents. eir evo will use reasonable endeavours to settle the dispute as soon as possible of getting the complaint and eir evo will make sure to give the Customer regular updates during the complaints process. Nothing in this disputes section stops either the Customer or eir evo seeking interlocutory or other immediate relief, going to a court of competent jurisdiction in Northern Ireland if either party considers it reasonable; or doing anything else the Agreement lets the parties do.

2.7 In the event the parties cannot agree or resolve the dispute the Customer may refer the dispute to any recognised dispute resolution service.

3.1 The provision of the Service shall commence on the Operational Service Date and shall be for the Minimum Period of Service. After the expiry of the Minimum Period of Service the Service shall continue in full force and effect until terminated in accordance with the Agreement.

4.1 The Customer agrees to provide eir evo and its agents with all such information and co operation including,

(a) At their own expense a suitable place and conditions for the ONT, NTU or CPE, and a continuous mains electricity supply.

(b) Not tampering with, or attempt to move, the ONT or associated wiring; if the Customer wishes the ONT, NTU or CPE to be moved from its installed location, the Customer must contact eir evo

(c) Suitable Premises, equipment and services as eir evo may reasonably require from time to time enabling it to provide the Facility.

4.2 eir evo may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.

4.3 The Operational Service Date may be changed by eir evo due to operational or technical considerations.

5. The Customer agrees it may not use the Facility to:

5.1 gain unauthorised access to eir evo facilities, services or resources or to the facilities, services or resources of any connected Internet service providers

5.2 engage in internet usage in excess of what eir evo, acting reasonably, decides would cause disruption or denial of service to any other customer or internet user. eir evo may take any action to remedy what it reasonably considers to be excessive usage by customers including withdrawal of service.

5.3 create, host or transmit offensive or obscene material, or engage in activities, which are likely to cause offence to others on any grounds including, but not limited to race, sex or creed.

5.4 create, host or transmit material, which is defamatory.

5.5 create, host or transmit material, which infringes the intellectual property rights including, but not limited to, the copyright of another person or organisation.

5.6 engage in activities, which infringe proprietary rights in any software.

5.7 engage in activities, which compromise the privacy of others.

5.8 engage in activities, which adversely affect the integrity of computer based information.

5.9 transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient.

5.10 Without prejudice to the foregoing, the Facility may only be used by the Customer in accordance with the Acceptable Usage Policy.

6. Termination

6.1 The Customer agrees that without prejudice to the Customer's right to terminate the Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with the Agreement in respect of the Facility.

6.2 The Agreement and the Facility may be suspended or terminated by eir evo for breach by Customer of its terms or, otherwise in accordance with this Agreement.

6.3 Subject to the provisions of clause 13 of the Master Terms and paragraph 6.4 of this Service Schedule, this Service may be terminated by either party on one month's written notice to the other. In the event of material changes made by eir evo to the Agreement, the Customer may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. The Customer will be deemed to have accepted any implemented changes, by continuing to use the Facility.

6.4 If the Customer terminates this Agreement during the Minimum Period of Service, eir evo shall, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to eir evo and the Customer will be liable and agrees to pay to eir evo a termination charge of the sum amounting to the Rental due for the remaining Minimum Period of Service.

6.5 Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.

6.6 eir evo does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error free.

6.7 For maintenance, eir evo provide online support at servicedesk e@eirevo.co.uk and the Customer can contact the eir evo support number on 0800 039 9000. Lines are open on Business Days 9am - 5pm. If the Customer reports a fault on the eir evo line and on visiting the Premises, the eir evo technician identifies that there is no fault with the eir evo access line or equipment and the fault is the result of the Customer's or third party equipment, eir evo reserves the right to charge the Customer for the eir evo technician visit. Full details of all eir evo's Service Levels are set out in Appendix 1 of this Service Schedule

6.8 The Customer agrees that from time to time it may be necessary for eir evo to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to eir evo's telecommunications network or otherwise in accordance with the law. Where possible eir evo will give the Customer notice prior to such suspension of the Facility and eir evo shall restore the Facility as soon as possible after such suspension.

6.9 The Facility is provided in accordance with the Charges. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. eir evo reserves the right to alter the product specification in order to provide the Service. The Customer agrees and undertakes to adhere to these constraints and restrictions.

6.10 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.

6.11 Where additional terms and conditions govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.

7.1 In no event shall eir evo be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that eir evo has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.

7.2 eir evo provides defined Service Levels for Facility as set out in Appendix 1 of this Service Schedule. If eir evo fails to meet a Service Level and this means that the Customer is entitled to Service Credits, the only remedy available to the Customer for that failure will be to receive those Service Credits, except when eir evo's failure amounts to material breach of the Agreement, in which case, eir evo will take the value of any Service Credits given from any amount agreed as payable by eir evo in accordance with clause 8 of the Master Terms or awarded by a court of competent jurisdiction.

7.3 eir evo does not advertise specific data speeds referring instead to "up to" as speeds vary by technology and location. Notwithstanding clause 7.4 and in accordance with Commission Implementing Regulation (EU) 2019/2243 of 17 December 2019 (the "Net Neutrality Regulation"), following the installation of the Facility, eir evo will make available to you details of the Maximum Available Speed, Minimum Available Speed and Normally Available Speed ("the Speeds") that apply in respect of your line (available on request from your account manager).

7.4 There are a number of factors that can influence the speed of your line and the quality or performance of the Service.

7.5 Volume limitations may result in an interruption to your internet service. Speed and other quality of service parameters such as latency or jitter in the transmission of data or packet loss can result in internet access slowing down, web pages failing to load or problems with services like VOIP and VPNs. Certain applications such as video or audio applications may suffer from momentary interruptions and it may take more time to complete a task that involves downloading or uploading data, a file, audio or video from the internet.

8. The Customer shall notify eir evo as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and eir evo shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location eir evo considers the reported fault to be located.

9. The Customer is required to provide eir evo with its most up to date contact email addresses as part of the Master Terms.

Static IP

eir evo will provide the Customer with a single static IP address on request, for the Customer's own use in connection with the Facility. The Customer may order additional IP addresses for an additional charge listed on the Price List.

Static IP is provided by eir evo to the Customer on the same contractual basis as the Facility.

Premium SLA

If agreed by eir evo, a Premium SLA will be provided, at a charge agreed between the Customer and the Customer's account manager at service levels defined in Appendix 1 to this Service Schedule

The Premium SLA is provided on the same contractual basis as the Facility.

APPENDIX 1 – Service Level

Service care levels - Fixed Line Services

Service care level	Response time	Updates	Fix target
Standard	1 hour (within business hours)	2 hours (within business hours)	Within 6 hours: (within business hours)
Premium	1 hour (24/7)	2 hour (24/7)	Within 5 hours: 24/7